



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शनिवार, 03 अगस्त, 2019 / 12 श्रावण, 1941

हिमाचल प्रदेश सरकार

FOOD, CIVIL SUPPLIES AND CONSUMER AFFAIRS DEPARTMENT

NOTIFICATION

Dated, the 24th July, 2019

No. FDS-F (10)-4/2019.—In Pursuance of the Guidelines issued by the Government of India, Ministry of Consumer Affairs, Food and Public Distribution, Department of Consumer Affairs *vide* G. S. R. 1013 (E), New Delhi, dated 26th October, 2016, the State Government

(Government of Himachal Pradesh), hereby, issues the following guidelines for regulating the business of Direct Selling and Multi-Level Marketing (MLM) and strengthen the existing regulatory mechanism on Direct Selling and Multi-Level Marketing (MLM), for preventing fraud and protecting the legitimate rights and interests of consumers, namely:—

1. Short title, extent and Commencement.—(1) These Guidelines may be called the Himachal Pradesh State Direct Selling Guidelines, 2019.

(2) These shall extend to whole of Himachal Pradesh.

(3) They shall come into force on the date of their publications in the Rajpatra (e- Gazette), Himachal Pradesh.

2. Definitions.—In these Guidelines, unless and otherwise required,—

- (a) **“Act”** means the Consumer Protection Act, 1986 (68 of 1986);
- (b) **“Consumer”** shall have the same meaning as provided under the Consumer Protection Act, 1986(68 of 1986);
- (c) **“Cooling-off Period”** means the duration of time counted from the date when the direct seller and the direct selling entity enter into an agreement under Clause 4 and ending with date on which the contract is to be performed and within which the direct seller may repudiate the agreement without being subject to penalty for breach of contract;
- (d) **“Director Food”** means Director (Food), Directorate of Food, Civil Supplies and Consumer Affairs, Government of Himachal Pradesh;
- (e) **“Direct Seller”** means a person appointed or authorized, directly or indirectly, by a Direct Selling Entity through a legally enforceable written contract to undertake direct selling business on principal to principal basis;
- (f) **“Direct Selling”** means marketing, distribution and sale of goods or providing of services as a part of network of Direct Selling other than under a pyramid scheme :

Provided that such sale of goods or services occurs otherwise than through a “permanent retail location” to the consumers, generally in their houses or at their workplace or through explanation and demonstration of such goods and services at a particular place;

- (g) **“Direct Selling Entity”** means an entity, not being engaged in a pyramid scheme, which sells or offers to sell goods or services through a direct seller :

Provided that “Direct Selling Entity” does not include any entity or business notified otherwise by the Government for the said purpose from time to time.

- (h) **“Goods”** means goods as defined in the Sale of Goods Act, 1930 (3 of 1930) and “Service” means service as defined in the consumer protection Act, 1986 (68 of 1986);
- (i) **“Money Circulation Scheme”** has the same meaning as defined under the Prize Chits and Money Circulation Schemes (Banning) Act, 1978 (43 of 1978);

- (j) **“Network of Direct Selling”** means a network of direct sellers at different levels of distribution, who may recruit or introduce or sponsor further levels of direct sellers, who they then support;

Explanation.—“Network of direct selling” shall mean any system of distribution or marketing adopted by a direct selling entity to undertake direct selling business and shall include the multi-level marketing method of distribution;

- (k) **“Prospect”** means a person to whom an offer or a proposal is made by the Direct Seller to join a Direct Selling opportunity;
- (l) **“Pyramid Scheme”** means a multi layered network of subscribers to a scheme formed by subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, as a result of enrolment, action or performance of additional subscribers to the scheme. The subscribers enrolling further subscribers(s) occupy higher position and the enrolled subscriber(s) lower position, thus, with successive enrolments, they form multi-layered network of subscribers:

Provided that the above definition of a “Pyramid Scheme” shall not apply to a multi layered network of subscribers to a scheme formed by a Direct Selling Entity, which consists of subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, where the benefit is as a result of sale of goods or services by subscribers and the scheme/financial arrangement complies with all of the following:

- (i) It has no provision that a Direct Seller will receive remuneration or incentives for the recruitment/enrolment of new participants.
- (ii) It does not require a participant to purchase goods or services :
 - (a) for an amount that exceeds an amount for which such goods or services can be expected to be sold or resold to consumers;
 - (b) for a quantity of goods or services that exceeds an amount that can be expected to be consumed by, or sold or resold to consumers;
- (iii) It does not require a participant to pay any entry/registration fee, cost of sales demonstration equipment and materials or other fees relating to participation;
- (iv) It provides a participant with a written contract describing the “material terms” of participation:
- (v) It allows or provides for a participant a reasonable cooling-off period to participate or cancel participation in the scheme and receive a refund of any consideration given to participate in the operations:
- (vi) It allows or provides for a buy-back or repurchase policy for “currently marketable” goods or services sold to the participant at the request of the participant at reasonable terms;
- (vii) It establishes a grievance redressal mechanism for consumers, more particularly described in Clause 8 herein.

Explanation 1.—For the purposes of this proviso the term “material terms” shall means buy-back or repurchase policy, cooling-off period, warranty and refund policy.

- (m) **“Remuneration System”** means the system followed by the direct selling entity to compensate the direct seller which illustrates the mode of sharing of incentives, profits and commission, including financial and non-financial benefits, paid by the direct selling entity to the direct sellers, on a monthly or periodic or yearly basis or both, as the case may be. This system, for every Direct Selling entity, shall:
 - (i) have no provision that a direct seller will receive remuneration from the recruitment to participate in such direct selling;
 - (ii) ensure that direct sellers shall receive remuneration derived from the sale of goods or services;
 - (iii) clearly disclose the method of calculation of remuneration;
- (n) **“Saleable”** shall mean, with respect to good and/or services, unused and marketable, which has not expired, and which is not seasonal, discontinued or special promotional good and/or services;
- (o) **“State”** means the State of Himachal Pradesh; and
- (p) **“State Government”** means the Government of Himachal Pradesh.

3. Conditions for the setting up of Direct Selling Business.—Every Direct selling entity intending to carry out direct selling business subsequent to the publication of the notification in the Gazette, shall within 90 days comply with the following set of conditions for the conduct of direct selling business, namely:—

- (a) It shall be a registered legal entity under the laws of India;
- (b) It shall provide a mandatory orientation session to all prospective direct sellers providing fair and accurate information on all aspects of the direct selling operation, including but not limited to the remuneration system and expected remuneration for newly recruited direct sellers;
- (c) It shall provide accurate and complete information to prospective and existing direct sellers concerning the reasonable amount of remuneration opportunity, and related rights and obligations;
- (d) It shall pay all dues and make withholdings from direct sellers in a commercially reasonable manner;
- (e) It shall notify and provide a full refund or buy-back guarantee to every direct seller on reasonable commercial terms which can be exercised within a period of 30 days, from the date of the distribution of the good or services to the direct seller;
- (f) It shall notify and provide to every direct seller a cooling-off period which entitles such direct seller to return any goods/services purchased by the direct seller during the cooling-off period;

- (g) The promoter or key management personnel should not have been convicted of any criminal offence punishable with imprisonment in last 5 years by any Court of competent jurisdiction;
- (h) It shall have an office with identified jurisdiction of its operation in the State to enable the consumers and direct seller to acquaint themselves with price of products, return or replacement of products and efficient delivery of goods and services, and post-sale redressal of grievances.

4. Conditions for conduct of Direct Selling Business.—Every Direct Selling entity shall comply with the following conditions namely:—

- (a) It shall be the owner, holder, licensee of a trademark, service mark or any other identification mark which identifies, the entity with the goods to be sold or supplied or services to be rendered;
- (b) It shall issue proper identity document(s) to its Direct Sellers;
- (c) It shall maintain proper records either manual or electronic of their business dealings, with complete details of their goods, services, terms of contract, price, income plan, details of direct sellers, including but not limited to enrolment, termination, active status, earning *etc*;
 - (i) Every direct selling entity shall maintain a “Register of Direct Sellers” wherein relevant details of each enrolled-Direct Seller shall be updated and maintained;
 - (ii) The details of Direct Sellers shall include and not be limited to verify proof of address, proof of identity and Permanent Account Number (PAN);
- (d) It shall maintain proper and updated website with all relevant details of the entity, contact information, its management, products, product information, product quality certificate, price, complete income plan, terms of contract with direct seller and complaint redressal mechanism for direct sellers and consumers. The website should have space for registering consumer complaints and should ensure that grievances are addressed within 45 days of making such complaints;
- (e) It shall provide to all direct sellers their periodic account/information concerning, as applicable, sales, purchases, details of earnings, commissions, bonus and other relevant data, in accordance with agreement with the direct sellers. All financial dues shall be paid and any withholding made in a commercially reasonable manner;
- (f) It shall monitor the value of the purchases of all its Direct Sellers/Distributors on a monthly basis and once the purchase value crosses the VAT threshold; it must intimate the Direct Seller/Distributor to pay the VAT;
- (g) A Direct Selling Entity shall not:
 - (i) Use misleading, deceptive or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings, in their interaction with prospective or existing direct sellers;

- (ii) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
- (iii) Present any advantages of direct selling to any prospective direct seller in a false or deceptive manner;
- (iv) Make or cause, or permit to be made, any representation relating to its direct selling business, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller which is false or misleading;
- (v) Engage in, or cause or permit, any conduct that is misleading or likely to mislead with regard to any material particulars relating to its direct selling business, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller;
- (vi) Use, or cause or permit to be used, fraud, coercion, harassment, or unconscionable or unlawful means in promoting its direct selling practice, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller;
- (vii) Require its direct sellers to provide any benefit, including entry fees and renewal fees or to purchase any sales demonstration equipment or material in order to participate in its direct selling operations;
- (viii) Provide any benefit to any person for the introduction or recruitment of one or more persons as direct sellers;
- (ix) Require the direct sellers to pay any money by way of minimum monthly subscription or renewal charges;
- (h) Notwithstanding the distribution system adopted by a direct selling entity, the Direct Selling Entity shall be responsible for compliance of these Guidelines by any member of its network of direct selling, whether such member is appointed directly or indirectly by the Direct Selling Entity.

5. Conditions for Direct Selling contract between Direct Seller/Distributor and Direct Selling Entity.—(1) Every Direct Selling entity shall execute a contract agreement, whether directly or indirectly, with Direct Sellers before enrolment:

- (a) The Agreement shall be provided in a manner consistent with Section 10 of the Indian Contract Act, 1872(9 of 1872);
 - (b) In addition to the rights and obligations of parties to this agreement under these guidelines or any other law in force, parties shall have rights and obligations that are coextensive with rights and obligations of parties under the Indian Contract Act, 1872(9 of 1872);
- (2) The agreement shall be made in writing, describing the material terms of participation and shall:

- (a) Not compel or induce the direct seller to purchase goods or services in an amount that exceeds an amount that can be expected to be sold to consumers within a reasonable period of time;
- (b) Allow or provide the direct seller a reasonable cooling-off period in which to cancel participation and receive a refund for goods or services purchased;
- (c) Allow for the termination of contract, with reasonable notice, in such instances and on such terms where a direct seller is found to have made no sales of goods or services for a period of up to two years since the contract was entered into, or since the date of the last sale made by the direct seller;
- (d) Allow or provide for a buy-back or repurchase policy for currently marketable goods or services sold to the direct seller at the said direct seller's request at reasonable terms.

6. Certain obligations of Direct Sellers.—(1) Direct Sellers engaged in direct selling should carry their identity card and not visit the customer's premises without prior appointment/approval;

(2) At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;

(3) Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;

(4) Provide the following information to the prospect/consumers at the time of sale, namely:

- (a) Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller and details of direct selling entity;
- (b) A description of the goods or services to be supplied;
- (c) Explain to the consumer about the goods return policy of the company in the details before the transaction;
- (d) The order date, the total amount to be paid by the consumer along with the bill and receipt;
- (e) Time and place for inspection of the sample and delivery of good;
- (f) Information of his/her rights to cancel the order and/or to return the product in saleable condition and avail full refund on sums paid;
- (g) Details regarding the complaint redressal mechanism;

(5) A direct seller shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.

(6) A direct seller shall not,—

- (a) Use misleading, deceptive and/ or unfair trade practices;
- (b) Use misleading false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective direct seller, in their interaction with prospective direct sellers;
- (c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
- (d) Present any advantages of Direct Selling to any prospective direct seller in a false and/or a deceptive manner;
- (e) Knowingly make, omit, engage, cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement between the Direct Selling entity and the direct seller, or the goods and/or services being sold by such direct seller which is false and/or misleading;
- (f) Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and /or services in unreasonably large amounts;
- (g) Provide any literature and/or training material not restricted to collateral issued by the Direct Selling entity, to a prospective and/or existing direct sellers both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity;
- (h) Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.

7. Relationship between Direct Selling Entity and Direct Seller.—(1) The relationship between Direct Selling entity and Direct Seller shall be determined as per the written agreement between the parties which shall contain the rights and obligations that are expressly provided as conditions for the conduct of Direct Selling business as well as provide for the obligation of the direct selling entity and the direct seller in terms of these guidelines;

(2) All other rights and obligations shall be determined as per the express terms of written agreement between a Direct Selling entity and Direct Seller;

(3) The Direct Selling entity will be liable for grievances arising out of sale of products, services or business opportunity by its Direct Sellers;

(4) It will be the responsibility of the Direct Selling entity to monitor and control the practices/methods adopted by the Direct Sellers.

8. Conduct for the Protection of Consumer.—(1) Direct Sellers and Direct Selling Entity shall take appropriate steps to ensure the protection of all private information provided by a consumer.

(2) Direct Sellers and Direct Selling Entity shall be guided by the provision of the Consumer Protection Act 1986(68 of 1986).

(3) All complaints received over phone, email, website, post and walk-in should have a complaint number for tracing and tracking the complaint and record time taken for redressal;

(4) Every Direct Selling company shall constitute a Grievance Redressal Committee whose composition, nature of responsibilities shall include but not limited to,—

- (a) At least three officers of the Direct Selling Entity;
- (b) The Grievance Redressal Committee shall address complaints and inform complainants of any action taken;
- (c) Complaints may be made by any member of the general public against a Direct Seller of the company, an employee or any other officer of the entity;
- (d) All such grievances will be resolved directly by the Direct Selling Entity;

(5) The direct selling entity shall provide information to the consumer upon purchase which shall contain :

- (a) the name of the purchaser and seller;
- (b) the delivery date of goods or services;
- (c) procedures for returning the goods; and
- (d) warranty of the goods and exchange/replacement of goods in case of defect;

Provided that no Direct Seller shall, in pursuance of a sale, make any claim that is not consistent with claims authorized by the Direct Selling Entity.

(6) Any person who sells or offers for sale, including on an e-commerce platform/marketplace, any product or service of a Direct Selling Entity must have prior written consent from the respective Direct Selling Entity in order to undertake or solicit such sale or offer.

9. Prohibition of Pyramid Scheme & Money Circulation Scheme.—(1) No person or entity shall promote a Pyramid Scheme, as defined in sub Clause (1) of Clause 2 or enroll any person to such scheme or participate in such arrangement in any manner whatsoever in the garb of doing Direct Selling business.

(2) No person or entity will participate in Money Circulation Scheme, as defined in sub-clause (i) of Clause 2 in the garb of Direct Selling of Business Opportunities.

10. Appointment of Monitoring Authority.—(1) The Nodal department to deal with the issues related to Direct Selling will be Department of Food, Civil Supplies and Consumer Affairs in the State;

(2) Director (Food) shall be the authority to monitor/supervise the activities of Direct Sellers, Direct Selling Entity regarding compliance of the guidelines for Direct Selling; He may further authorize any Officer including District Controller/Food Supply Officer for supervision/monitoring of activities of Direct Sellers, Direct Selling Entity regarding compliance of the Guidelines for Direct Selling. Director FCS&CA reserves all rights to get verified the

undertakings submitted by Direct Selling Entity from Field Enforcement Staff. If any discrepancy is found, the action may be initiated against Direct Selling Entity as per existing provisions of law and the same may not be allowed to operate as Direct Selling Entity within the State of Himachal Pradesh.

(3) Any direct selling entity conducting direct selling activities shall submit an undertaking to the Director Food, Civil Supplies and Consumer Affairs, Government of Himachal Pradesh stating that it is in compliance with these guidelines and shall also provide such details of its incorporation and other business details as may be notified from time to time.

By order,

Sd/-

*Principal Secretary,
Food, Civil Supplies And Consumer Affairs, Shimla-9.*

DECLARATION BY DIRECT SELLING ENTITIES/COMPANIES PROFORMA

PART-A

1.	(i) Name of the Company (As Registered) (ii) CIN No : (iii) Name and address of Directors on Board (Enclose details)	
2.	DETAILS OF REGISTRATION (WITH JURISDICTION) (a) Address of Registered office(Enclose copy of Registration Certificate): (b) Email: (c) Telephone Nos: (d) Company Website: (e) Details of other registrations (with jurisdiction), if any (Attach copy of Registration certificate) (f) Type of Entity (Private, Public, Trust, Ltd. Etc.)	
3.	HEAD OFFICE : (a) Address (b) E-mail (c) Details of Key Management Personnel as per registration under the companies Act	

	<p>(d) Details of Regional Offices:</p> <p>(e) Nodal officer for interaction with D/o Consumer Affairs; (Name, designation, Tel No., e-mail, Fax, mobile No.)</p>	
4.	Whether any one from the Management was convicted by any court in the past, within the past 5 years (from the date of application). If so, the details thereof;	
5.	Whether direct selling is of Products or Services or both?	
6.	Details of License(s), Trade Mark or Principal Brand which indentifies the company:	
7.	<p>(i) Address/Telephone Nos./e-mails <i>etc.</i> of Customer Care & Grievance Redress Cell (HQ & Branches);</p> <p>(ii) Details of Consumer Grievance Redress Committee as per guidelines:</p> <p>(a) Member Name, Phone No and email;</p> <p>(b) Member Name, Phone No and email;</p> <p>(c) Member Name, Phone No and email;</p>	

PART-B

(DIRECT SELLING BUSINESS DETAILS)

8.	Details of Products/Services offered (Give link of websites)	
9.	<p>Please confirm the following about your direct selling scheme:—</p> <p>(a) Whether there has no provision that a Direct Seller will receive remuneration or incentives for the recruitment/enrolment of new participants and provide that direct sellers will receive remuneration derived only from the sale of goods or services?</p> <p>(b) Whether it does not require a participant to purchase goods or services:</p> <p>(i) for an amount that exceeds an amount for which such goods or services can be expected to be sold or resold to consumers;</p> <p>(ii) for a quantity of goods or services that exceeds an amount that can be expected to be consumed by, or sold or resold to consumers;</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>

	<p>(c) Whether it does not require a participant to pay any entry/registration fee, cost of sales demonstration equipment and materials or other fees relating to participation?</p> <p>(d) Whether it provides a participant with a written contract describing the “material terms” of participation?</p> <p>(e) Whether it allows or provides for a participant a reasonable cooling-off period to participate or cancel participation in the scheme and receive a refund of any consideration given to participate in the operations?</p> <p>(f) Whether it allows or provides for a buy-back or repurchase policy for “currently marketable” goods or services sold to the participant at the request of the participant at reasonable terms?</p> <p>Note.—1. Give details in regard to the above in an enclosure.</p> <p>(g) 2. In case any of the answers in this Para is ‘No’, Please provide full details with reasons in an enclosure.</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
10.	<p>(a) Whether proper identity document(s) to all the Direct Sellers are issued?</p> <p>(b) Whether you maintain “Register of Direct Seller” wherein relevant details of each enrolled Direct Seller is updated and maintained with details including verifiable proof of address, proof of identity and PAN as per the Income Tax Act?</p> <p>(c) What is the mechanism for payment of GST? Give details.</p>	<p>Yes/No</p> <p>Yes/No</p>
11.	<p>(a) Whether the website is proper and updated regularly with all relevant details, contact information, details pertaining to management, products, product information and complaint redress mechanism for direct sellers and consumers?</p> <p>(b) Whether there are arrangements for registering consumer complaints online or otherwise and grievances are resolved within 45 days of date of making such complaints. Details to be provided?</p>	<p>Yes/No</p> <p>Yes/No</p>
12.	Note/Remarks, if any.	

PART-C

(UNDERTAKING)

I/we.....In the capacity of.....of thecompany/firm declare that we are compliant with the following:

- (a) We do not promote a Pyramid Scheme, as defined in Clause 2 (i) or enroll any person to such scheme or participate in such arrangement in any manner whatsoever in the garb of doing Direct Selling Business.

- (b) We do not participate in Money Circulation Scheme, as defined in Clause 1 (l) in the garb of Direct Selling of Business Opportunities.
- (c) We are Compliant with all the remaining aspects mentioned in the Guidelines issued *vide* F. No. 21/18/2014-IT (Vol.-II) date 9th September, 2016 by the Department of Consumers, Ministry of Consumer Affairs, Food and Public Distribution and shall also provide such details as may be notified from time to time.

Place :

Sd/-



Name.....

Designation.....

Tel. No.....

E-mail.....

List of documents to be provided:

1. Certificate of Registration/Bye-laws/Memorandum of Association.
2. List of Board of Directors, with contact details.
3. Brief details of direct selling scheme and compensation plan.
4. Sample of contract with direct sellers/distributors.

EXCISE AND TAXATION DEPARTMENT**ADDENDUM***Shimla-2, 2nd August, 2019*

No. EXN-F(10)-8/2015-Vol.-I.—The Governor, Himachal Pradesh, is pleased to add the following names in the list of Non-official Members of Himachal Pradesh Traders Welfare Board re-constituted *vide* Notification of even number dated 10th January, 2019 and addenda of even numbers dated 5th March, 2019 and dated 17th July, 2019:—

Sl. No.	Name & address
1.	Sh. Tilak Soni s/o late Sh. Dharam Chand, r/o Village Sevkaru, P. O., Tehsil and Distt. Kangra.
2.	Sh. Sanjay Kumar Garg. M/s Om Medical, Gunnughat, Nahan, Distt. Sirmaur
3.	Sh. Pankaj Aggrawal, Near Petrol Pump, VPO Kala Amb, Tehsil Nahan, Distt. Sirmaur.
4.	Sh. Satish Aggarwal, VPO Majra, Tehsil Paonta Sahib, Distt. Sirmaur
5.	Sh. Dinesh Ghai s/o Sh. Jagmohan Ghai, Prop. Ganpati Traders, r/o Near Steel

	Bridge, Bhuntar, Kullu.
6.	Sh. Ramesh Bindal, Bindal Colony, W. No. 6, Solan, Distt. Solan
7.	Sh. Sanjeev Sood, Pradhan, Vill Seothal, P.O. Shamti, Tehsil and Distt. Solan
8.	Sh. Jitender Sharma, r/o Lalit Chowk, P.O. Sunder Nagar, Tehsil Sundernagar, Distt. Mandi.

By order,

SANJAY KUNDU,
Pr. Secretary (E & T).

HIMACHAL PRADESH ELECTRICITY REGULATORY COMMISSION, SHIMLA

NOTIFICATION

Shimla, the 31st July, 2019

No. HPERC/428.—WHEREAS the Himachal Pradesh Electricity Regulatory Commission (hereinafter referred as “the Commission”) made the Himachal Pradesh Electricity Regulatory Commission (Promotion of Generation from the Renewable Energy Sources and Terms and Conditions for Tariff Determination) Regulations, 2017 (hereinafter referred as “RE Tariff Regulations, 2017”), published in the Rajpatra, Himachal Pradesh, dated 23rd November, 2017;

AND WHEREAS the current control period under RE Tariff Regulations, 2017 shall expire on 30-09-2019 and thus the Commission is mandated to fix the new control period and further review/amend the financial parameters of various RE technologies and technical parameters of small hydro projects;

AND WHEREAS the Commission, apart from rationalizing the financial parameters, proposes to revise the technical parameters of SHPs by considering various State specific aspects, technical parameters considered in the previous RE Regulations, inputs provided by the Directorate of Energy and provisions made by the Central Commission;

NOW, THEREFORE, in exercise of the powers conferred under sub-section (1) of section 61, sub-section (1) of section 62, clauses (a), (b) and (e) of sub-section (1) of section 86 and clause (zd) of sub-section (2) of section 181, of the Electricity Act, 2003 (36 of 2003), read with section 21 of the General Clauses Act, 1897 (10 of 1897), and all other powers enabling it in this behalf, the Commission proposes to amend the Himachal Pradesh Electricity Regulatory Commission (Promotion of Generation from the Renewable Energy Sources and Terms and Conditions for Tariff Determination) Regulations, 2017 and as required by sub-section (3) of section 181 of the said Act and rule 3 of the Electricity (Procedure for Previous Publication) Rules, 2005, the draft amendment regulations are hereby published for the information of all the persons likely to be affected thereby; and notice is hereby given that the said draft amendment regulations will be taken into consideration after the expiry of twenty one (21) days from the date of publication of this notification in the Rajpatra, Himachal Pradesh, together with any objections or suggestions which may within the aforesaid period be received in respect thereto. The Public Hearing on the above proposal will be held on 29th August, 2019 at 11.30 A.M. onwards in the Commission's Court Room.

The text of the aforesaid draft amendment is available on the website of the Commission *i.e.* <http://www.hperc.org>.

The objections or suggestions in this behalf should be addressed to the Secretary, Himachal Pradesh Electricity Regulatory Commission, Vidyut Aayog Bhawan, Block-37, SDA Complex, Kasumpti-171009 (H.P.).

DRAFT REGULATIONS

1. Short title and commencement.—(1) These regulations may be called the Himachal Pradesh Electricity Regulatory Commission (Promotion of Generation from the Renewable Energy Sources and Terms and Conditions for Tariff Determination) (Third Amendment) Regulations, 2019.

(2) These regulations shall come into force from 1st October, 2019.

2. Amendment of regulation 3.—In sub-regulation 2 of regulation 3 of the RE Tariff Regulations, 2017, for the words “These regulations shall not apply” the words “Save as provided in the regulation 16 and regulation 16A, these regulations shall not apply” shall be substituted.

3. Amendment of regulation 8.—For the clause (iii) of sub-regulation (1) of regulation 8 of the RE Tariff Regulations, 2017, the following shall be substituted:—

“for the residual part of the tariff period, after having sold power initially under the REC mechanism or under any other mechanism, in accordance with the provisions of regulation 16 or regulation 16A, as applicable;”

4. Amendment of regulation 9.—In sub-regulation (1) of regulation 9 of RE Tariff Regulations, 2017, the following additional proviso shall be inserted, immediately after the first proviso, namely:—

“Provided further that the second control period for the small hydro projects under these regulations shall start from 1st October, 2019 and shall end on 30th September, 2020:”

5. Amendment of regulation 13.—In sub-regulation (2) of regulation 13 of the RE Tariff Regulations, 2017, for the words “under REC mechanism” the words and signs, “under the REC mechanism, or as per any other agreement,” shall be substituted.

6. Amendment of regulation 14.—In sub-regulation (4) of regulation 14 of the RE Tariff Regulations, 2017, for the words and sign “under regulation 16,” the words and signs “under regulation 16 or under regulation 16A, as applicable,” shall be substituted.

7. Amendment of regulation 16.—In regulation 16 of RE Tariff Regulations, 2017:—

(i) in clause (b) of sub-regulation (1), for the words and sign “by the Commission for the relevant category of Small Hydro Projects under these regulations,” the words and signs “by the Commission for the relevant category of Small Hydro Projects, in relation to the control period in which such joint petition is filed or the control period in which the RE generator commenced operation at his project, whichever is earlier, under these regulations,” shall be substituted.

(ii) in sub-regulation (2), for the sign “.” sign “:”, shall be substituted and the following proviso shall be added, namely:—

“Provided further that the SHP developer shall, before executing the long term agreement for sale of power to the licensee for the residual period, have to discharge his obligations, if any, under the power purchase agreement approved and/or signed for the initial period under REC mechanism.”

8. Insertion of regulation 16A.—Immediately after the end of regulation 16 of the RE Tariff Regulations, 2017, the following new regulation 16A shall be inserted, namely:—

“16A. Tariff for residual period after sale/purchase through open access/short term power purchase agreement etc.—In case where a SHP developer, after having entered into an agreement for availing open access through the State network or any other short term agreement for sale of power, disposes off the power generated at his SHP for certain initial period after the date of commencement of operation at his project, arrives at mutual understanding with the licensee for sale/purchase of power from the SHP for the balance useful life of such Project, the following provisions shall be applicable—

- (i) the SHP Project Developer shall, before executing power purchase agreement for the residual period have to discharge his obligations, if any, under the agreement(s) approved, or signed by him, in relation to open access or any other mechanism for sale of power in the initial period;
- (ii) the Generic levelled tariff applicable under these regulations, or any earlier RE regulations, for the control period covering the date in which the open access agreement in relation to State network, or any other short term agreement for sale/purchase of power, was approved, or signed by the SHP project developer, or the date on which the operation was commenced at the project, whichever is earlier, shall be applicable for the residual useful life of the Project.

9. Amendment of regulation 18.—In the first proviso to the sub-regulation (2) of regulation 18 of the RE Tariff Regulations, 2017, for the words and sign “under regulations 16 and 17” the words and signs “under regulation 16, 16A and 17:” shall be substituted.

10. Insertion of Chapter-IV in relation to second Control Period (01-10-2019 to 30-09-2020).—At the end of Chapter-IV relating to the period 01-10-2017 to 30-09-2019, the following new Chapter-IV in relation to the second control period starting from 01-10-2019 to 30-09-2020 shall be inserted, namely:—

“CHAPTER-IV

FINANCIAL PRINCIPLES

(APPLICABLE FROM 01-10-2019 TO 30-09-2020)

21. Capital Cost.—(1) The norms for the capital cost in case of small hydro projects shall be as specified in Chapter-V of these Regulations and in case of other renewable technologies, shall be as stipulated under relevant orders of the Commission under regulation 18.

(2) The norms for the capital cost shall be inclusive of all the expenses required to be incurred as per prudent practices upto the commissioning of the project, including, but not limited to, the cost of capital works, land, preparation of the Detailed Project Report, Survey and Investigation, plant and machinery, civil works, erection and commissioning, financing and interest during construction, land acquisition, resettlement and rehabilitation, contribution towards Local

Area Development Fund (LADF), statutory and non-statutory clearances and evacuation infrastructure upto inter-connection point (also including interconnection facilities), insurance charges against the risks during construction stage *etc.* and also all taxes, levies and duties on all such components/works capital works:

Provided that any cost pertaining to allotment of the project, including upfront premium and any other amount charged by the State Government while granting extension or capacity enhancement or/and any liquidated damages/penalty imposed by the licensee, or by the State Government, in accordance with the power purchase agreement, or the implementation agreement, executed with the licensee, will not form part of the capital cost:

Provided further that for project specific tariff determination, the renewable energy generator shall submit the item wise break-up of capital cost along with its petition in the manner specified under regulation 19 and the capital cost admitted by the Commission shall be taken into consideration.

22. Subsidy or incentive or grant/budgetary support by the Central/State Government.—(1) While determining the generic levellised or project specific levellised tariff, as the case may be, for the renewable energy project(s) under these Regulations, the Commission shall take into consideration any incentive and/or subsidy and/or grant available under the schemes of the Central or State Government or their agencies, but excluding accelerated depreciation benefit under the Income Tax Act:

Provided further that the Commission may evolve suitable mechanism(s) for incorporating impact of the subsidy component for determination or adjustment of generic levellised tariffs for various categories of projects:

Provided further that the capital subsidy under the schemes of the Central or State Government or their agencies, shall, unless the circumstances otherwise warrant, be ordinarily adjusted in the middle of first 12 months from the commencement of the tariff period against the principal component of the loan amount as additional reduction apart from the normal payment:

Provided further that where the Central Government or the State Government notifies or has notified any generation based incentive (GBI) scheme for a particular kind of renewable technology, such technology based generating station shall be assumed to have availed the benefit of such a scheme and their tariffs shall automatically be treated as reduced by the amount of generation based incentive (GBI) per unit for the period during which such incentive remains applicable.

(2) Where any additional project specific grant or budgetary support is available to any project, apart from the incentive and/or subsidy and/or grant available under sub-regulation (1) of this regulation, the Commission shall account for such budgetary support also, while determining project specific levellised tariff.

(3) The amount of subsidy shall be considered for each renewable source as per the applicable policy of the MNRE/State Government/Central Government and if the amount and/or mechanism of subsidy is changed by the MNRE/State Government/Central Government, consequent corrections in tariffs may be carried out by the Commission in accordance with regulation 20.

23. Debt-Equity Ratio.—(1) The normative debt equity ratio shall be 70:30.

- (2) For generic levellised tariff, the Commission shall adopt debt equity ratio of 70:30.
- (3) For project specific levellised tariff, the following provisions shall apply—
 - (i) if the equity actually deployed is more than 30% of the capital cost admitted by the Commission under regulation 15, the equity deployed in excess of 30% limit shall be treated as normative loan in accordance with the National Tariff Policy and shall be deemed as advanced at the weighted average rate of interest and for a weighted average tenor of the long term debt component of the project after ascertaining the reasonableness of the interest rates and taking into account the effect of debt restructuring, if any;
 - (ii) in case the equity deployed is equal to or below the normative level of 30%, the actual equity would be used for determination of Return on Equity in tariff computations;
 - (iii) the equity invested in foreign currency, if any, shall be designated in Indian rupees on the date of each investment.

Explanation.—For the purposes of return on equity, any resources available to the renewable energy generator from its share premium account or from its internal resources that are used to fund the equity commitments of the project under consideration shall be treated as equity subject to the limitations contained in this regulation and regulation 26.

(4) The Commission shall treat any incentive or subsidy and/or grant/budgetary support available from the MNRE/State Government/Central Government, to have been utilized towards pre-payment of debt in such phases as it may deem fit, leaving balance loan to be considered for determination of tariff.

24. Loan and Finance Charges.—(1) For the purpose of determination of tariff, loan tenure of 13 years, inclusive of moratorium period, if any, shall be considered:

Provided that the capital subsidy admissible to the renewable energy generator shall normally be considered for the reduction of loan period and such reduced loan tenure shall be considered for the purpose of tariff determination.

(2) Interest Rate.—(a) The loans arrived at in the manner indicated in the regulation 23 shall be considered as gross normative loan for calculation of interest on loan. The normative loan outstanding as on 1st April of every year shall be worked out by deducting the cumulative repayment up to 31st March of previous year from the gross normative loan.

(b) For the purpose of computation of tariff(s) under these Regulations, normative interest rate of two hundred (200) basis points above the average State Bank of India Marginal Cost of Funds based Lending Rate (MCLR) (one year tenor) prevalent during the last available six months, prior to the respective date(s) from which such tariff(s) the respective generic levellised tariffs are to be made applicable, shall be considered:

Provided that in case where the project specific tariff is to be determined, such average rate of SBI, as prevalent during the respective periods in which the loan has been availed, shall be taken into account on weighted average basis and the rate so worked out on this basis or the weighted average rate at which the loan has been availed, whichever is lower, shall be considered.

(c) Notwithstanding any moratorium period availed by the renewable energy generator, the repayment of loan shall be considered from the first year of the tariff period and shall be equal to the annual depreciation allowed.

(d) Apart from the adjustment of subsidy in accordance with regulation 22, the loan repayment for a financial year or the relevant part period thereof shall be considered to have been done in the middle of that financial year or the relevant part period thereof, as the case may be.

25. Depreciation.—For the purpose of tariff determination, depreciation shall be computed in the following manner, namely:—

- (a) the value base for the purpose of depreciation shall be the normative capital cost (for generic tariff) or the capital cost of the project as admitted by the Commission (for project specific tariff), as the case may be;
- (b) the salvage value of the asset shall be considered as 10% and depreciation shall be allowed up to maximum of 90% of the capital cost of the asset;
- (c) depreciation per annum shall be based on "Differential Depreciation Approach". For tariff purposes, the depreciation shall be allowed @ 5.28% per annum till such time the requirement for repayment of loan component of the capital cost as per regulations 21, 23 and 24 after adjusting the amount of subsidy as per regulation 22, is fully provided and the remaining depreciation shall be spread over the residual useful life of the project on straight line method;
- (d) depreciation shall be chargeable from the first year of commencement of operation of the project:

Provided that in case of operation of the asset for part of the year, depreciation shall be charged on pro rata basis for the purposes of project specific determination of tariff.

26. Return on Equity.—(1) The value base for the equity shall be 30% of the normative capital cost as determined under regulation 21:

Provided that in case of project specific determination, the value base of equity shall be restricted to the actual amount of equity or 30% of the capital cost admitted by the Commission, whichever is lower, in accordance with the provisions of regulation 23.

(2) The normative return on Equity shall be 17% per annum on pre tax basis and shall not be subject to any adjustment on account of any taxes, or changes in the tax rates, under the Income Tax Act.

27. Interest on working capital.—(1) The working capital requirement in respect of wind energy projects, small hydro power, solar PV and solar thermal projects shall be computed in accordance with the following:—

- (a) operation and maintenance expenses for one month;
- (b) receivables equivalent to 2 (two) months of energy charges for sale of electricity calculated on the net saleable energy corresponding to the CUF considered for tariff determination on normative basis;
- (c) maintenance spare @ 15% of operation and maintenance expenses.

(2) The working capital in respect of biomass power projects with Rankin Cycle technologies, biomass gasifier based power projects, non-fossil fuel based cogeneration projects, Municipal Solid Waste power projects and Refused Derived Fuel project shall be computed in accordance with the following:—

- (a) fuel cost for four months equivalent to normative Plant Load Factor (PLF);
- (b) operation and maintenance expenses for one month;
- (c) receivables equivalent to 2 (two) months of energy charges (fixed and variable charges) for sale of electricity calculated on the net saleable design energy on normative basis;
- (d) maintenance spare @ 15% of operation and maintenance expenses.

(3) In case of the renewable technologies not covered in sub-regulations (1) and (2), the Commission may adopt such norms, as it may consider appropriate, at the time of determination of tariff.

(4) Interest on Working Capital shall be at interest rate equivalent to the normative interest rate of three hundred (300) basis points above the average State Bank of India Marginal Cost of Funds based Lending Rate (MCLR) (One Year Tenor) prevalent during the last available six months, prior to the respective date(s) from which the generic tariff(s) are to be made applicable:

Provided that in case where the project specific tariff is to be determined, such average rate for the last available six months prior to the date from which the project specific tariff is to be made applicable, shall be considered.

28. Operation and maintenance expenses.—(1) Operation and maintenance expenses mean the expenditure incurred on operation and maintenance of the project, or part thereof, and includes, without limitation, the expenditure on manpower, establishment (including employees expense, administrative and general expenses), repairs, spares, consumables, insurance and overheads as well as the taxes, duties and other levies on any or all such activities.

(2) Operation and maintenance expenses shall be determined for the tariff period based on normative operation and maintenance expenses specified in Chapter-V of these Regulations for the small hydro projects and as stipulated in relevant orders of the Commission for other renewable technologies.

(3) Normative O&M expenses allowed under these Regulations shall be escalated at the rate of 5.72% per annum over the tariff period.

29. Taxes and duties.—Tariff determined under these Regulations shall be inclusive of all taxes and duties and shall not be subject to any change except for the provisions specified under regulation 20.

30. Rebate.—(1) The due date for payment of bills shall be 60 days from the date of billing.

(2) For payment of bills of the renewable energy generator through letter of credit, a rebate of 2% shall be allowed.

(3) Where payments are made other than through letter of credit within a period of one month of presentation of bills by the renewable energy generator, a rebate of 1% shall be allowed.

31. Late payment surcharge.—The distribution licensee shall make timely payments of energy bills of the renewable energy generators by assigning priority over and above all other payments. In case the payment of any bill for charges payable under these Regulations is delayed beyond a period of 60 days from the date of billing, a late payment surcharge at the simple interest rate of 1.25% per month shall be levied by the renewable energy generator for the actual number of days by which the payment is delayed.

32. Ceiling norms.—The financial norms, except for capital cost, as specified in this Chapter of these Regulations, shall be considered as ceiling norms and the same shall not preclude the licensee or renewable energy generator from agreeing to improved norms, including operation and maintenance norms, which may lead to overall reduction in the levellised tariff and in case the improved norms are agreed to, such improved norms shall be applicable for determination of the project specific levellised tariff.”

32A. The provisions of this Chapter shall be applicable for all the RE technologies for the second control period starting from 01-10-2019 to 30-09-2020 irrespective of the intervals at which Generic levellised tariffs are determined for the RE technologies, other than SHPs, within this period.

8. Insertion of Chapter-V in relation to second Control Period (01-10-2019 to 30-09-2020).—At the end of Chapter-V relating to period 01-10-2017 to 30-09-2019, the following new Chapter-V in relation to the second control period starting from 01-10-2019 to 30-09-2020 shall be inserted, namely:—

"CHAPTER-V

TECHNOLOGY SPECIFIC PARAMETERS FOR SMALL HYDRO PROJECTS

(APPLICABLE FROM 01-10-2019 TO 30-09-2020)

33. Categorisation.—For the purpose of tariff determination, the small hydro projects shall be categorized as under:—

(i)	Above 100 KW to 2 MW capacity
(ii)	Above 2 MW but below 5 MW capacity
(iii)	5 MW to 25 MW capacity

34. Normative Capital cost.—(1) In case of small hydro projects, the normative capital cost inclusive of all its components as specified in regulation 21 of these Regulations, for the control period shall be as under:—

Sl. No.	Category of small hydro project	Rupees (in Lac) per MW of the installed capacity
(i)	Above 100 KW to 2 MW capacity	1000
(ii)	Above 2 MW but below 5 MW capacity	
(iii)	5 MW to 25 MW capacity	900

(2) The subsidy/grant/budgetary support or incentives provided by the Central/State Government or their agencies shall be adjusted in accordance with the regulation 22 of these Regulations.

35. Normative saleable energy.—(1) The normative saleable energy at the interconnection point for the purpose of generic levellised tariff shall be computed on the following lines namely :—

- (i) the normative annual capacity utilisation factor (CUF) for all the small hydro projects upto 25 MW shall be 55%. The number of hours in a year for calculations of CUF shall be 8766;
- (ii) the normative annual energy worked out at the normative CUF under preceding clause (i) for the installed capacity shall be adjusted for the auxiliary consumption, transformation losses and the losses in the project line(s) at the normative rates as per regulations 37 and 38;
- (iii) the energy worked out under preceding clause (ii) shall be further reduced by the permissible rate of the free power subject to a maximum of 13%, for any year or part thereof, consistent with the National Hydro Policy, Tariff Policy and the policy of the State Government for allotment of sites of small hydro projects in the manner as laid down in regulation 36, so as to arrive at the year wise normative net saleable energy at the interconnection point which shall be taken into account for working out the generic levellised tariff:

Provided that in case the limit of 13% for the pass through of free power in the tariff as per the National Hydro Policy/Tariff Policy is revised by the Central Government, or staggered by the Government, at any stage, the Commission may review the tariff(s) as per the provisions under regulations 20.

(2) The normative capacity utilization factor (CUF) under clause (i) of sub-regulation (1) takes into account the impact of mandatory release of water discharge immediately downstream of diversion structure of the project based on the existing instructions of the State Government which provide that for the purpose of determination of minimum discharge, the threshold value not less than 15% of the minimum inflow observed in the lean season shall be considered.

(3) The normative year wise net saleable energy for the purpose of project specific tariff determination shall also be worked out on similar lines given in sub-regulations (1) and (2) but by taking into account the annual Capacity Utilisation Factor (CUF) in accordance with clause (ii) of sub-regulation (1) of regulation 15, the normative auxiliary consumption and transformation losses under regulation 37 and the energy losses in the project line under regulation 38.

36. Free Power.—(1) The Commission shall consider appropriate structure(s) of free power for determination of generic levellised tariffs for various categories of small hydro projects, as mentioned in regulation 33, duly keeping in view of the provisions of the State Hydro Policy for allotment of sites for small hydro projects, National Hydro Policy, Tariff Policy and the limits specified under sub-regulation (3):

Provided that in case the structure of free power actually applicable to a project, duly curtailed as per sub-regulation (3), is at variance from the structure considered while determining the generic levellised tariff, such tariff shall be suitably adjusted based on the structure of free power applicable subject to the limit specified in sub-regulation (3):

Provided further that in cases requiring determination of the project specific tariff, the Commission shall consider the structure of free power actually applicable to that project subject to the above and the limits specified in sub-regulation(3).

(2) In case of any change in the structure of free power for a small hydro project from that considered for the determination of generic levellised tariff or project specific levellised tariff in accordance with sub-regulation (1) or in cases where the adjustment in tariff on account of variation in free power has to be allowed as per the specific provisions contained in these Regulations, including those covered in regulation 17 and sub-regulation (2) of regulation 20, the distribution licensee shall adjust the tariff as per the following formula:—

Rate payable for the month for the net saleable Energy (Rs/kWh)	= a x (100-b)/(100-c)
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Where,—

- “a” is the levellised tariff (in Rs/kWh) which is required to be adjusted under this regulation.
- “b” is the free power (in percentage) taken into account or deemed as taken into account for the month, in “a” in the corresponding month of the tariff period by reckoning the date of commencement of operation of the project as the starting date of the tariff period.
- “c” is the free power (in percentage) to be allowed in the tariff for the month subject to maximum limit of 13% free power (energy) and the provisions of sub-regulation (3)—

Where free power is applicable at different rates for different parts of a month, the permissible free power (*i.e.* “c”) shall be determined under this sub-regulation separately for each such part and weighted average rate for the month as a whole shall be worked out by considering the total quantum of energy for each day of the month.

(3) The free power (in percentage) to be taken into consideration for the purpose of determination of tariff under sub-regulation (1) and/or any adjustment under sub-regulation (2) shall be subject to the following:—

- The free energy to be taken into account for any part of the tariff period for the purposes of sub-regulation (1), or to be allowed for any part of the tariff period for the purposes of sub-regulation (2), shall not exceed 13% free power (energy) which includes 12% free power to home State and 1% additional free power for Local Area Development Fund, as stipulated in the National Hydro Policy/Tariff Policy;
- Any quantum of free energy, if committed by the renewable energy generator over and above the 13% free power (energy) for any period shall not be factored into the tariff;
- Additional free energy, if any, to be provided by the renewable energy generator to the State Government, on account of curtailment of waiver period due to delay in commissioning of project as per provisions of Implementation Agreement and/or for

enhancement of capacity and/or for any reason attributed to the renewable energy generator shall not be taken into account even if the total free power for any period, including such additional free power, does not exceed 13% free power(energy);

- (iv) The quantification and adjustment of free energy as well the energy accounting shall be made with reference to the energy projected/received at the interconnection point;
- (v) The free energy to be allowed for any period for the purpose of sub-regulation (2) shall in no case be more than that actually deducted for that period in the energy accounts, out of the total energy received at the interconnection point.

37. Auxiliary consumption and transformation losses.—Normative auxiliary consumption and transformation losses for the small hydro projects shall be 0.5% of the gross generation and the same for transformation losses at the switchyard linked to the generating station of the projects shall also be 0.5%:

Provided that for the sake of simplicity, these two factors shall be clubbed together and accounted for as 1% of the gross generation.

38. Energy losses.—(1) The normative energy losses in the project line(s) shall be 0.7% of the net generation (*i.e.* after deducting auxiliary consumption and transformation losses, on normative basis, from the gross generation).

(2) For the project specific levellised tariff, the percentage losses worked out on the basis of actual length of the project line(s), conductor size and expected power flow shall be taken into consideration.

39. Operation and maintenance expenses.—(1) Normative annual O&M expenses for the control period shall be as follows:—

Sl. No.	Installed capacity of SHP	Annual O & M expenses per MW of installed capacity
(i)	Above 100 kW to 2 MW capacity	37
(ii)	Above 2 MW but below 5 MW capacity	32
(iii)	5 MW to 25 MW capacity	27

39A. Adjustment for fraction of a MW of the installed capacity.—The installed capacity shall be rounded to one decimal place by ignoring the fraction of less than 0.05 MW and by considering the fraction of 0.05 MW and above as 0.1 MW.”

By order of the Commission,
Sd/-
Secretary.

In the Court of Sh. Raman Gharsangi (HAS), Special Marriage Officer-cum-Sub-Divisional Magistrate, Manali, District Kullu (H.P.)

In the matter of :

Sweety aged 26 years d/o Madan Lal, r/o House No. 77, Ward No.4, Near Sukiran Guest House, P.O. and Tehsil Manali, Distt. Kullu (H.P.)

Sidharth Shankar aged 37 years s/o Sham Chand, r/o Sidhartha Printing press Basement S.B.I. Manali, The Mall Manali, P.O. and Tehsil Manali, Distt. Kullu (H.P.)

Versus

General Public

An application for registration of marriage under Special Marriage Act, 1954.

Whereas Sidharth Shankar aged 37 years s/o Sham Chand, r/o Sidhartha Printing press Basement S.B.I. Manali, The Mall Manali, P.O. and Tehsil Manali, Distt. Kullu, H.P. and Sweety aged 26 years d/o Madan Lal, r/o House No. 77, Ward No.4, Near Sukiran Guest House, P.O. and Tehsil Manali, Distt. Kullu, H.P. has presented an application on 16-07-2019 in this court for the registration of marriage under Special Marriage Act, 1954. Hence this proclamation is hereby issued for the information of general public that if any person has any objection for the registration of the above marriage can appear in this court on 16-08-2019 at Manali to object registration of above marriage personally or through an authorized agent failing which this marriage will be registered under this Act, 1954 accordingly.

Given under my hand and seal of the court on 18th day of July, 2019.

Seal.

Sd/-

*Special Marriage Officer-cum-Sub-Divisional Magistrate,
Manali, District Kullu (H.P.).*

ब अदालत कार्यकारी दण्डाधिकारी निरमण्ड, जिला कुल्लू (हि० प्र०)

हरदयाल पुत्र स्व० श्री पूने राम, गांव पांगडा, डाकघर पोशना, तहसील निरमण्ड, जिला कुल्लू (हि० प्र०) ... प्रार्थी।

बनाम

आम जनता

... प्रतिवादी।

उनवान मुकद्दमा जेर धारा 13(3) अधिनियम, 1969 के अन्तर्गत जन्म व मृत्यु पंजीकरण करने बारे।

उनवान मुकद्दमा प्रार्थना-पत्र जेर धारा 13(3) जन्म व मृत्यु अधिनियम, 1969 के अन्तर्गत इस कार्यालय में हरदयाल पुत्र स्व० श्री पूने राम, गांव पांगडा, डाकघर पोशना, तहसील निरमण्ड, जिला कुल्लू, हि० प्र० ने उक्त अधिनियम के अन्तर्गत प्रार्थना-पत्र गुजार कर निवेदन किया है कि उसकी पुत्री मधु बाला का जन्म दिनांक 04-12-2004 को हो हुआ है। उसका नाम अज्ञानता व अनपढ़ता के कारण व इलाकागैर रहने से

निश्चित अवधि में दर्ज नहीं करवा सका और जिस विषय उसने अपना शपथ पत्र भी प्रस्तुत किया है। प्रार्थी ने ग्राम पंचायत पोशना में उसके परिवार रजिस्टर में जन्म तिथि दर्ज करने का अनुरोध कर रखा है।

इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को मधु बाला पुत्री श्री हरदयाल का नाम ग्राम पंचायत पोशना में दर्ज करने के लिए एतराज हो तो वह दिनांक 25-08-2019 तक हमारे कार्यालय में हाजिर होकर लिखित व मौखिक एतराज प्रस्तुत करें उक्त तारीख के बाद कोई भी एतराज मान्य नहीं होगा और समझा जावेगा कि उपरोक्त मधु बाला का नाम व जन्म तिथि ग्राम पंचायत पोशना में दर्ज करने बारे किसी का कोई एतराज नहीं है तथा सचिव ग्राम पंचायत पोशना को नाम एवं जन्म तिथि दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 18-07-2019 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
निरमण्ड, जिला कुल्लू (हि0 प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी निरमण्ड, जिला कुल्लू (हि0 प्र0)

तारा देवी आयु करीब 50 वर्ष पत्नी स्व0 श्री धर्म दास, निवासी बायल, डाकघर कोयल, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0) प्रार्थिया।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा जेर धारा 13(3) अधिनियम, 1969 के अन्तर्गत जन्म-मृत्यु पंजीकरण करने बारे।

उनवान मुकद्दमा प्रार्थना-पत्र जेर धारा 13(3) जन्म व मृत्यु अधिनियम, 1969 के अन्तर्गत इस कार्यालय में तारा देवी आयु करीब 50 वर्ष पत्नी स्व0 श्री धर्म दास, निवासी बायल, डाकघर कोयल, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0 ने उक्त अधिनियम के अन्तर्गत प्रार्थना-पत्र गुजार कर निवेदन किया है कि मेरी पुत्री सुरेखा देवी की मृत्यु दिनांक 20-05-2009 को हो हुई है। इसकी मृत्यु तिथि अज्ञानता व अनपढ़ता के कारण व इलाकागैर रहने से निश्चित अवधि में दर्ज नहीं करवा सकी हूं और जिस विषय उसने अपना शपथ-पत्र भी प्रस्तुत किया है। सायल ने ग्राम पंचायत गडेज में उसके परिवार रजिस्टर में मृत्यु तिथि दर्ज करने का अनुरोध कर रखा है।

इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को सुरेखा देवी पुत्री तारा देवी की मृत्यु तिथि ग्राम पंचायत गडेज में दर्ज करने के लिए एतराज हो तो वह दिनांक 25-08-2019 तक हमारे कार्यालय में हाजिर होकर लिखित व मौखिक एतराज प्रस्तुत करें उक्त तारीख के बाद कोई भी एतराज मान्य नहीं होगा और समझा जावेगा कि उपरोक्त सुरेखा देवी का नाम व मृत्यु तिथि ग्राम पंचायत गडेज में दर्ज करने बारे किसी का कोई एतराज नहीं है तथा सचिव ग्राम पंचायत गडेज को मृत्यु तिथि दर्ज करने के आदेश पारित किया जाएगा।

आज दिनांक 18-07-2019 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
निरमण्ड, जिला कुल्लू (हि0 प्र0)।

ब अदालत श्री मित्रदेव मोहतल, तहसीलदार एवं कार्यकारी दण्डाधिकारी, कुल्लू,
जिला कुल्लू (हि० प्र०)

केस नं० : 62/ME/T/2019

दिनांक : 25-07-2019

श्री रोशन लाल पुत्र श्री थोली राम, गांव फलाण-II, डाकघर शालंग, तहसील व जिला कुल्लू (हि० प्र०)।

श्रीमती गीता देवी पुत्री श्री बीरी सिंह, गांव व डाकघर बथेरी, तहसील पधर, जिला मण्डी (हि० प्र०)
प्रार्थीगण।

बनाम

आम जनता

प्रतिवादीगण।

विषय.—प्रार्थना-पत्र जेर धारा 8(4) हि० प्र० रजिस्ट्रीकरण नियम, 2004 विवाह पंजीकरण बारे।

उपरोक्त मामला में प्रार्थीगण उपरोक्त ने दिनांक 25-07-2019 को इस अदालत में प्रार्थना-पत्र पेश किया है कि उन्होंने दिनांक 01-01-2001 को हिन्दू रीति-रिवाज के अनुसार स्थान फलाण-II में शादी कर ली है और तब से दोनों पति-पत्नी के रूप में रहते चले आ रहे हैं परन्तु प्रार्थीगण द्वारा अपनी शादी का इन्द्राज सम्बन्धित पंचायत में नहीं करवाया है।

अतः सर्वसाधारण व सगे-सम्बन्धियों को इस इशतहार द्वारा सूचित किया जाता है कि किसी भी व्यक्ति को उपरोक्त प्रार्थीगण की शादी को सम्बन्धित पंचायत के अभिलेख में दर्ज करने बारे कोई उजर व एतराज हो तो वह दिनांक 28-08-2019 को सुबह 10.00 बजे या इससे पूर्व असातन या वकालतन हाजिर अदालत पेश होकर अपना उजर व एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर व एतराज प्राप्त न होने की सूरत में नियमानुसार शादी दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 25-07-2019 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—
तहसीलदार एवं कार्यकारी दण्डाधिकारी,
कुल्लू जिला कुल्लू (हि० प्र०)।

**In the Court of Shri Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,
District Solan, Himachal Pradesh**

In the matter of :

1. Sh. Vijay Kumar s/o Sh. Sunder Singh, r/o Village Ghumarda, P.O. Kabakalan, Tehsil & District Solan, H. P.

2. Smt. Lata Devi d/o Sh. Sita Ram, r/o VPO Taksal, Tehsil Kasauli, District Solan, H. P.

Versus

General Public

Application for Registration of Marriage under section 8(4) of the H.P. Registration of Marriage Act, 1996.

Sh. Vijay Kumar s/o Sh. Sunder Singh, r/o Village Ghumarda, P.O. Kabakalan, Tehsil & District Solan, H. P. and Smt. Lata Devi d/o Sh. Sita Ram, r/o VPO Taksal, Tehsil Kasauli, District Solan, H. P. have filed an application alongwith affidavits in the court of undersigned that they have solemnized their marriage on 10-03-2016 according to Hindu customs. Hence their marriage may be registered under the H.P. Registration of Marriages Act, 1996 in Gram Panchayat Kabakalan, Tehsil & District Solan (H. P.).

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for the delayed registration of marriage of above persons in Gram Panchayat Kabakalan, Tehsil & District Solan (H. P.) may submit their objection in writing or appear in person in this court on or before 25-08-2019 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 26th day of July, 2019.

Seal.

GURMIT G. NEGI,
*Executive Magistrate (Tehsildar),
Solan, District Solan (H. P.).*

**In the Court of Shri Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,
District Solan, Himachal Pradesh**

In the matter of :

1. Sh. Gopal Singh s/o Sh. Shunku Ram, r/o Village Rihun, P.O. Bohli, Tehsil & District Solan, H. P.

2. Smt. Sujata d/o Sh. Ram Krishan, r/o Ward No. 4 Purla, Tehsil Kasauli, District Solan, H. P.

Versus

General Public

Application for Registration of Marriage under section 8(4) of the H.P. Registration of Marriage Act, 1996.

Sh. Gopal Singh s/o Sh. Shunku Ram, r/o Village Rihun, P.O. Bohli, Tehsil & District Solan, H. P. and Smt. Sujata d/o Sh. Ram Krishan, r/o Ward No. 4 Purla, Tehsil Kasauli, District Solan, H. P. have filed an application alongwith affidavits in the court of undersigned that they have solemnized their marriage on 10-03-2016 according to Hindu customs. Hence their marriage may be registered under the H.P. Registration of Marriages Act, 1996 in Gram Panchayat Bohli, Tehsil & District Solan (H. P.).

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for the delayed registration of marriage of above persons in Gram Panchayat Bohli, Tehsil & District Solan (H. P.) may submit their objection in writing or appear in person in

this court on or before 25-08-2019 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 26th day of July, 2019.

Seal.

GURMIT G. NEGI,
*Executive Magistrate (Tehsildar),
Solan, District Solan (H. P.).*

**In the Court of Shri Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,
District Solan, Himachal Pradesh**

In the matter of :

Sh. Vijay Mohan Verma s/o Sh. Nand Ram Verma, r/o Village Jabal Jamrot, P.O. Koti,
Tehsil & District Solan (H. P.) . . . *Applicant.*

Versus

General Public

. . . *Respondent.*

Application Under Section 13(3) of Birth and Death Registration Act, 1969.

Sh. Vijay Mohan Verma s/o Sh. Nand Ram Verma, r/o Village Jabal Jamrot, P.O. Koti, Tehsil & District Solan (H. P.) has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavit and other documents for entering of date of birth of his son namely Dipesh Kumar Verma *i.e.* 15-06-1980 at Village Jabal Jamrot, Tehsil & District Solan (H. P.) but his date of birth could not be entered in the record of Municipal Council Solan.

Therefore, by this proclamation the general public is hereby informed that any person having any objection(s) for the registration of delayed date of birth of Dipesh Kumar Verma s/o Sh. Vijay Mohan Verma, r/o Village Jabal Jamrot, P.O. Koti, Tehsil & District Solan (H. P.) may submit their objection in writing or appear in person in this court on or before 25-08-2019 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 26th day of July, 2019.

Seal.

GURMIT G. NEGI,
*Executive Magistrate (Tehsildar),
Solan, District Solan (H. P.).*

**In the Court of Shri Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,
District Solan, Himachal Pradesh**

In the matter of :

1. Sh. Rajeev Malhotra s/o Sh. S. N. Malhotra, r/o Near Sikand & Company, Karol Vihar Colony, Chambaghat, Tehsil & District Solan, H. P.

2. Smt. Divya d/o Sh. Yaspal Chadha, r/o Satguru Niwas Rabon, P.O. Saproon, Tehsil & District Solan, H. P.

Versus

General Public

Application for Registration of Marriage under section 8(4) of the H.P. Registration of Marriage Act, 1996.

Sh. Rajeev Malhotra s/o Sh. S. N. Malhotra, r/o Near Sikand & Comapany, Karol Vihar Colony, Chambaghat, Tehsil & District Solan, H. P. and Smt. Divya d/o Sh. Yaspal Chadha, r/o Satguru Niwas Rabon, P.O. Saproon, Tehsil & District Solan, H. P. have filed an application alongwith affidavits in the court of undersigned that they have solemnized their marriage on 3-12-2007 according to Hindu customs. Hence their marriage may be registered under the H.P. Registration of Marriages Act, 1996 in Gram Panchayat Parag, Tehsil & District Solan (H. P.).

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for the delayed registration of marriage of above persons in Gram Panchayat Parag, Tehsil & District Solan (H. P.) may submit their objection in writing or appear in person in this court on or before 25-08-2019 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 26th day of July, 2019.

Seal.

GURMIT G. NEGI,
*Executive Magistrate (Tehsildar),
Solan, District Solan (H. P.).*

**In the Court of Shri Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,
District Solan, Himachal Pradesh**

In the matter of :

1. Sh. Dharam Singh s/o Sh. Sahaja Ram, r/o Village Halda, P.O. Kabakalan, Tehsil & District Solan, H. P.

2. Smt. Manju d/o Sh. Hansraj, r/o Village Kajiyana, P.O. Kalka, CRPF Pinjore, District Panchkula, Haryana.

Versus

General Public

Application for Registration of Marriage under section 8(4) of the H.P. Registration of Marriage Act, 1996.

Sh. Dharam Singh s/o Sh. Sahaja Ram, r/o Village Halda, P.O. Kabakalan, Tehsil & District Solan, H. P. and Smt. Manju d/o Sh. Hansraj, r/o Village Kajiyana, P.O. Kalka, CRPF Pinjore, District Panchkula, Haryana. have filed an application alongwith affidavits in the court of

undersigned that they have solemnized their marriage on 15-01-2019 according to Hindu customs. Hence their marriage may be registered under the H.P. Registration of Marriages Act, 1996 in Gram Panchayat Kabakalan, Tehsil & District Solan (H. P.).

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for the delayed registration of marriage of above persons in Gram Panchayat Kabakalan, Tehsil & District Solan (H. P.) may submit their objection in writing or appear in person in this court on or before 25-08-2019 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 26th day of July, 2019.

Seal.

GURMIT G. NEGI,
*Executive Magistrate (Tehsildar),
Solan, District Solan (H. P.).*

**In the Court of Shri Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,
District Solan, Himachal Pradesh**

In the matter of :

1. Sh. Ravinder s/o Sh. Rama Nand, r/o Village Thapo, P.O. Bohli, Tehsil & District Solan, H. P.
2. Smt. Radhika d/o Sh. Surender Kumar, r/o Sadar Bazar Dagshai, Solan

Versus

General Public

Application for Registration of Marriage under section 8(4) of the H.P. Registration of Marriage Act, 1996.

Sh. Ravinder s/o Sh. Rama Nand, r/o Village Thapo, P.O. Bohli, Tehsil & District Solan, H. P. and Smt. Radhika d/o Sh. Surender Kumar, r/o Sadar Bazar Dagshai, Solan have filed an application alongwith affidavits in the court of undersigned that they have solemnized their marriage on 11-04-2017 according to Hindu customs. Hence their marriage may be registered under the H.P. Registration of Marriages Act, 1996 in Gram Panchayat Bohli, Tehsil & District Solan (H. P.).

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for the delayed registration of marriage of above persons in Gram Panchayat Bohli, Tehsil & District Solan (H. P.) may submit their objection in writing or appear in person in this court on or before 25-08-2019 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 26th day of July, 2019.

Seal.

GURMIT G. NEGI,
*Executive Magistrate (Tehsildar),
Solan, District Solan (H. P.).*

**In the Court of Shri Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,
District Solan, Himachal Pradesh**

In the matter of :

Smt. Laxmi w/o Sh. Sonu, r/o Jyoti House, Ward No. 13, Kaleen, Tehsil & District Solan
(H. P.) . . Applicant.

Versus

General Public . . Respondent.

Application Under Section 13(3) of Birth and Death Registration Act, 1969.

Smt. Laxmi w/o Sh. Sonu, r/o Jyoti House, Ward No. 13, Kaleen, Tehsil & District Solan (H. P.) has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavit and other documents for entering of date of birth of her daughter namely Sakshi i.e. 15-05-2002 at Jyoti House, Ward No. 13, Kaleen, Tehsil & District Solan (H. P.) but her date of birth could not be entered in the record of Municipal Council Solan.

Therefore, by this proclamation the general public is hereby informed that any person having any objection(s) for the registration of delayed date of birth of Sakshi d/o Sh. Sonu, r/o Jyoti House, Ward No. 13, Kaleen, Tehsil & District Solan (H. P.) may submit their objection in writing or appear in person in this court on or before 25-08-2019 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 26th day of July, 2019.

Seal.

GURMIT G. NEGI,
Executive Magistrate (Tehsildar),
Solan, District Solan (H. P.).

**In the Court of Shri Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,
District Solan, Himachal Pradesh**

In the matter of :

Smt. Laxmi w/o Sh. Sonu, r/o Jyoti House, Ward No. 13, Kaleen, Tehsil & District Solan
(H. P.) . . Applicant.

Versus

General Public . . Respondent.

Application Under Section 13(3) of Birth and Death Registration Act, 1969.

Smt. Laxmi w/o Sh. Sonu, r/o Jyoti House, Ward No. 13, Kaleen, Tehsil & District Solan (H. P.) has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavit and other documents for entering of date of birth of her daughter namely Tanisha i.e. 03-05-2006 at Jyoti House, Ward No. 13, Kaleen, Tehsil & District Solan (H. P.) but her date of birth could not be entered in the record of Municipal Council Solan.

Therefore, by this proclamation the general public is hereby informed that any person having any objection(s) for the registration of delayed date of birth of Tanisha d/o Sh. Sonu, r/o Jyoti House, Ward No. 13, Kaleen, Tehsil & District Solan (H. P. may submit their objection in writing or appear in person in this court on or before 25-08-2019 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 26th day of July, 2019.

Seal.

GURMIT G. NEGI,
*Executive Magistrate (Tehsildar),
Solan, District Solan (H. P.).*

Office of the Sub-Divisional Magistrate, Arki, District Solan, H. P.

Case No.
21/2019

Date of Institution
20-07-2019

Date of Decision
Pending for 26-08-2019

Smt. Brij Bala Sood w/o Late Shri Surender Kumar Sood, r/o V. P.O. Arki, Tehsil Arki, District Solan, Himachal Pradesh
..Applicant.

Versus

General Public

..Respondent.

Regarding delayed registration of Birth event under section 13(3) of the Birth and Death Registration Act, 1969.

I

Smt. Brij Bala Sood w/o Late Shri Surender Kumar Sood, r/o V. P.O. Arki, Tehsil Arki, District Solan, Himachal Pradesh has moved an application under section 13(3) of Birth & Death Registration Act, 1969 alongwith affidavits and other documents stating therein that her son namely Ankush Maria born on 25-03-1981 at Village and P.O. Arki, Tehsil Arki, but his birth has not been entered in the records of Nagar Panchayat Arki, District Solan, H.P. as per certificate No.-10 issued by the Registrar, Birth and Death Registration, Nagar Panchayat Arki.

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for the registration of delayed birth of Ankush Maria s/o Late Shri Surender Kumar Sood & Smt. Brij Bala Sood may submit their objections in writing in this office on or before 26-08-2019 at 10.00 A.M., failing which no objection will be entertained after expiry of date of hearing.

Given under my hand and seal of this office on this 20th day of July, 2019.

Seal.

VIKAS SHUKLA (H.A.S.),
*Sub-Divisional Magistrate,
Arki, District Solan, H. P.*

**In the court of Diwan Singh Negi, Assistant Collector-IIInd Grade, Darlaghat,
District Solan, H.P.**

मिसल नं० : 07/13-B of 2019

दिनांक : 17-04-2019

मुकद्दमा बनाम : बहादुर सिंह पुत्र श्री निहाला, निवासी गांव बस्याना, उप-तहसील दाड़लाघाट, जिला सोलन, हि० प्र०।

बनाम

आम जनता

प्रार्थना-पत्र नाम दुरुस्ती।

प्रार्थी बहादुर सिंह पुत्र श्री निहाला, निवासी गांव बस्याना, उप-तहसील दाड़लाघाट, जिला सोलन, हि० प्र० ने इस न्यायालय में प्रार्थना-पत्र दिया है कि उसका नाम राजस्व रिकार्ड पटवार वृत्त कन्सवाला में भादुर सिंह पुत्र श्री निहाला चला आ रहा है जो कि गलत है। वास्तव में प्रार्थी का नाम बहादुर सिंह पुत्र श्री निहाला है। प्रार्थी ने प्रमाण में ब्यान हल्फी, जमाबन्दी की, आधार कार्ड की पहचान-पत्र की प्रतियां भी प्रस्तुत की है। इस नाम की दुरुस्ती बारे हर आम व खास को इस इशतहार द्वारा सूचित किया जाता है कि यदि इस नाम की दुरुस्ती में किसी को उजर या एतराज हो तो वे इस न्यायालय में दिनांक 22-08-2019 को प्रातः 10.00 बजे असातन या वकालतन हाजिर आकर अपना एतराज या असहमति प्रकट कर सकते हैं। उक्त तिथि के पश्चात् कोई उजर या एतराज काबिले समायत नहीं होगा तथा नाम दुरुस्ती के आदेश पारित कर दिए जाएंगे।

आज दिनांक 22-07-2019 को हमारे हस्ताक्षर तथा मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय वर्ग,
उप-तहसील दाड़लाघाट, जिला सोलन (हि० प्र०)।

ब अदालत कार्यकारी दण्डाधिकारी, नालागढ़, जिला सोलन, हि० प्र०

मु० नं० : 14/2019

तारीख रजुआ : 31-07-2019.

दिलवारा सिंह

बनाम

आम जनता

दावा अन्तर्गत धारा 8(4) विवाह पंजीकरण अधिनियम, 1996.

उपरोक्त मुकद्दमा उनवान वाला में प्रार्थी ने प्रार्थना-पत्र दिया है कि उसकी शादी दिनांक 18-09-2018 को श्रीमती रीटा देवी (रीता देवी) पुत्री श्री महिन्द्र सिंह, निवासी नवाग्राओं, डाकघर नानकपुर (नवांगर), तहसील कालका, जिला पंचकूला हरियाणा के साथ हुई है।

अतः आम जनता को सूचित किया जाता है कि दिलवारा सिंह पुत्र करनैल सिंह, निवासी नानोवाल टपरियां की शादी का इन्द्राज ग्राम पंचायत खेड़ा में दर्ज करवाने बारे किसी को कोई एतराज है तो वह दिनांक 29-08-2019 को इस कार्यालय में उपस्थित आकर एतराज प्रस्तुत कर सकता है अन्यथा दिनांक 30-08-2019 को उक्त शादी के पंजीकरण हेतु आगामी कार्यवाही अमल में लाई जाएगी।

आज दिनांक 31-07-2019 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
नालागढ़, जिला सोलन।

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता (द्वितीय वर्ग) हरोली, जिला ऊना (हि0प्र0)

श्री प्रेम चन्द पुत्र जीत सिंह वतन सिंह, जात बाहती, वासी पंजूवाणा, तहसील हरोली, जिला ऊना (हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादीगण।

दरखवास्त बमुराद दुरुस्ती नाम राजस्व अभिलेख महाल, पंजूवाणा, तहसील हरोली, जिला ऊना, खेवट 66, 67, 68, 69, 70, 71, 72, 73, खतौनी नम्बर 100, 101, 102, 104, 105, 111, 114, 115, 116 जमाबन्दी साल 2015-16 वाक्या महाल पंजूवाणा व अभिलेख महाल रोड़ा, तहसील हरोली, जिला ऊना, खेवट 17, 418 खतौनी नम्बर 467, 468 जमाबन्दी साल 2013-14 वाक्या महाल रोड़ा, तहसील हरोली, जिला ऊना।

श्री प्रेम चन्द पुत्र जीत सिंह वतन सिंह, जात बाहती, वासी पंजूवाणा, तहसील हरोली, जिला ऊना (हि0प्र0) ने इस न्यायालय में आवेदन पत्र दुरुस्ती नाम प्रस्तुत किया कि राजस्व रिकार्ड में प्रार्थी का नाम प्रेम सिंह पुत्र जीत सिंह वतन सिंह गलत दर्ज किया गया है। अतः प्रार्थी का नाम प्रेम सिंह पुत्र जीत सिंह वतन सिंह की बजाये प्रेम चन्द पुत्र जीत सिंह वतन सिंह सही दर्ज किया जावे।

अतः इस इशतहार अखबार के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को नाम दुरुस्ती बारे कोई आपत्ति हो तो वह अपना उजर लिखित या मौखिक तौर पर इस न्यायालय में निर्धारित तारीख पेशी से पूर्व या तारीख पेशी दिनांक 19-08-2019 को प्रस्तुत कर सकता है। निर्धारित तारीख पेशी तक उजर/एतराज प्राप्त न होने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर नाम दुरुस्ती बारे आदेश पारित कर दिये जाएंगे। निर्धारित तारीख पेशी के उपरान्त कोई भी उजर काबिले समायत न होगा।

आज दिनांक 18-07-2019 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—
नायब तहसीलदार एवं सहायक समाहर्ता, द्वितीय वर्ग,
हरोली, जिला ऊना (हि0प्र0)।

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता (द्वितीय वर्ग) हरोली, जिला ऊना (हि0प्र0)

श्री जसवन्त सिंह पुत्र श्री केहर सिंह पुत्र विशन सिंह, जात सरैहडे, वासी रोड़ा, तहसील हरोली, जिला ऊना (हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादीगण।

दरखवास्त बमुराद दुरुस्ती नाम राजस्व अभिलेख महाल रोड़ा, तहसील हरोली, जिला ऊना, खेवट 443, 446, 447, 448, 442, 444, 449, 445, 280 खतौनी नम्बर 504, 508, 509, 510, 503, 505, 511, 506, 507, 326 जमाबन्दी साल 2013-14 वाक्या महाल रोड़ा, तहसील हरोली, जिला ऊना।

श्री जसवन्त सिंह पुत्र केहर सिंह पुत्र विशन सिंह, जात सरैहडे, वासी रोड़ा, तहसील हरोली, जिला ऊना (हि0प्र0) ने इस न्यायालय में आवेदन पत्र दुरुस्ती नाम प्रस्तुत किया कि राजस्व रिकार्ड में प्रार्थी का नाम यशपाल सिंह पुत्र केहर सिंह गलत दर्ज किया गया है। अतः प्रार्थी का नाम यशपाल सिंह पुत्र केहर सिंह की बजाये जसवन्त सिंह पुत्र केहर सिंह पुत्र विशन सिंह सही दर्ज किया जावे।

अतः इस इशतहार अखबार के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को नाम दुरुस्ती बारे कोई आपत्ति हो तो वह अपना उजर लिखित या मौखिक तौर पर इस न्यायालय में निर्धारित तारीख पेशी से पूर्व या तारीख पेशी दिनांक 19-08-2019 को प्रस्तुत कर सकता है। निर्धारित तारीख पेशी तक उजर/एतराज प्राप्त न होने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर नाम दुरुस्ती बारे आदेश पारित कर दिये जाएंगे। निर्धारित तारीख पेशी के उपरान्त कोई भी उजर काबिले समायत न होगा।

आज दिनांक 18-07-2019 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
नायब तहसीलदार एवं सहायक समाहर्ता, द्वितीय वर्ग,
हरोली, जिला ऊना (हि0प्र0)।

नाम परिवर्तन

मैं, मंगो देवी सुपुत्री श्री सुरजीत सिंह, निवासी गांव बोहलियों, डाकघर शम्भूवाला, नाहन, सिरमौर, हि0प्र0 घोषणा करती हूँ कि मैंने अपना नाम मंगो देवी से बदलकर पारुल पुंडीर रख लिया है। सभी सम्बन्धित नोट करें।

मंगो देवी,
सुपुत्री श्री सुरजीत सिंह,
निवासी गांव बोहलियों, डाकघर शम्भूवाला,
नाहन, सिरमौर, हि0 प्र0।